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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

TRACY BURNINGHAM,

Plaintiff,

vs.

THE WINE GROUP, INC. HEALTH
BENEFIT PLAN,

Defendant.

) Case No.

) COMPLAINT FOR DECLARATORY
) RELIEF, PLAN BENEFITS AND
) ENFORCEMENT OF RIGHTS
) UNDER EMPLOYEE RETIREMENT
) INCOME SECURITY ACT of 1974

) [29 U.S.C. § 1132(a)(1)(B)]
)
)
)

Plaintiff TRACY BURNINGHAM hereby complains against defendant THE
WINE GROUP, INC. HEALTH BENEFIT PLAN as follows:

JURISDICTION

1. This action involves a dispute concerning benefits provided under an
employee welfare benefit plan subject to ERISA, 29 U.S.C. § 1001 et seq.
Accordingly, this Court has jurisdiction of this matter pursuant to 28 U.S.C.
§ 1331 and pursuant to ERISA, 29 U.S.C. § 1132(e)(1). Venue in this judicial

1 district is proper under 28 U.S.C. § 1391(b)(1), in that the defendant ERISA plan
2 resides here. Additionally, venue in this judicial district is proper under ERISA, 29
3 U.S.C. § 1132(e)(2), in that the defendant ERISA plan is administered here, and
4 because said defendant may be found here.

5
6 PRELIMINARY ALLEGATIONS

7 2. Plaintiff TRACY BURNINGHAM (hereinafter “Burningham” or
8 “plaintiff”) is an individual. Plaintiff is a resident of the County of Sonoma,
9 California.

10 3. Defendant THE WINE GROUP, INC. HEALTH BENEFIT PLAN
11 (hereinafter “the Wine Group Health Plan” or “defendant”) was at all relevant
12 times, and now is, an “employee welfare benefit plan” within the meaning of the
13 Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C.
14 § 1002(1).

15 4. The Wine Group, Inc., based in Ripon, California, was at all relevant
16 times, and now is, the designated “administrator” for the Wine Group Health Plan
17 within the meaning of ERISA, 29 U.S.C. § 1002(16)(A)(i).

18 5. At all relevant times, Burningham was a “participant” in and/or
19 “beneficiary” of the Wine Group Health Plan within the meaning of ERISA, 29
20 U.S.C. § 1002(7) and 29 U.S.C. § 1002(8), respectively.

21
22 FIRST CLAIM FOR RELIEF

23 (Declaratory Relief under 29 U.S.C. § 1132(a)(1)(B))

24 6. Plaintiff incorporates herein by this reference as though fully set forth
25 the allegations of Paragraphs 1 through 5, above.

26 7. The Wine Group Health Plan expressly provides benefits for
27 substance abuse disorders and chemical dependency.
28

1 8. At all relevant times prior to October 2018, Burningham had a
2 history of alcohol addiction.

3 9. From October 14, 2018 through November 3, 2018, Burningham was
4 treated for alcohol addiction on an in-patient basis at Duffy's Napa Valley Rehab
5 ("Duffy's") in Napa Valley, California. Said admission and treatment was
6 medically necessary for a variety of reasons, including the fact that plaintiff had to
7 be treated with detox medications for some six *days* before she could even begin
8 participation in a treatment program.

9 10. The cost of Burningham's treatment at Duffy's was approximately
10 \$38,000, a substantial portion of which plaintiff was forced to pay out-of-pocket.
11 However, her ensuing claim for reimbursement to the Wine Group Health Plan's
12 claim fiduciary and agent, UMR, Inc., was denied for the ostensible reason that
13 plaintiff's admission to and treatment at Duffy's had not in fact been medically
14 necessary.

15 11. Burningham submitted the mandatory administrative appeal to UMR,
16 Inc. However, plaintiff's appeal was rejected by UMR, Inc. on September 17,
17 2019, again for the ostensible reason that plaintiff's admission to and treatment at
18 Duffy's had not been medically necessary. Burningham therefore has satisfied any
19 requirement for the exhaustion of administrative remedies.

20 12. On four different occasions subsequent to her admission to and
21 treatment at Duffy's, Burningham was admitted on an in-patient basis to other
22 rehabilitation treatment facilities in Northern California for the treatment of
23 alcohol addiction. Each of those four admissions and treatment regimens was paid
24 for by the Wine Group Health Plan and was either expressly or impliedly
25 determined to be medically necessary. There was no meaningful distinction
26 between plaintiff's treatment at Duffy's in October and November 2018 and the
27 treatment she subsequently received at the other facilities.
28

1 13. A controversy has arisen and now exists between Burningham and
2 defendant regarding plaintiff's entitlement to benefits under the Wine Group
3 Health Plan for her treatment at Duffy's in October and November 2018. Plaintiff
4 contends that her treatment was in fact medically necessary, and that the cost of
5 said treatment should be reimbursed by defendant. The Wine Group Health Plan
6 apparently contends that its claim fiduciary's determination regarding lack of
7 medical necessity was proper. A judicial declaration of the parties' respective
8 rights, obligations and liabilities therefore is necessary and appropriate at this time.

9 14. As a result of the dispute and disagreement explained above, it has
10 become necessary for Burningham to retain an attorney to enforce her rights under
11 ERISA. Plaintiff therefore is entitled to an award of reasonable attorney fees and
12 costs under ERISA, 29 U.S.C. § 1132(g)(1).

13
14
15 SECOND CLAIM FOR RELIEF

16 (Plan Benefits and Enforcement of Rights under 29 U.S.C. § 1132(a)(1)(B))

17 15. Plaintiff incorporates herein by this reference as though fully set forth
18 the allegations of Paragraphs 1 through 13, above.

19 16. As a result of defendant's wrongful actions as set forth above,
20 Burningham has been damaged in an amount to be shown according to proof, and
21 accordingly is entitled to benefits under the Wine Group Health Plan, and an
22 enforcement of her rights in that regard.

23 17. As a result of the dispute and disagreement explained above, it has
24 become necessary for Burningham to retain an attorney to enforce her rights under
25 ERISA. Plaintiff therefore is entitled to an award of reasonable attorney fees and
26 costs under ERISA, 29 U.S.C. § 1132(g)(1).

1 WHEREFORE, plaintiff TRACY BURNINGHAM prays for judgment
2 against defendant THE WINE GROUP, INC. HEALTH BENEFIT PLAN as
3 follows:

- 4 1. For a judicial declaration of the parties' respective rights, obligations
5 and liabilities, relative to the matters referred to in Paragraph 13, above;
6
7 2. For an enforcement of plaintiff's rights in that regard, relative to the
8 matters referred to in Paragraph 16, above;
9
10 3. For employee benefits, if any, ancillary to the disability benefits at
11 issue;
12
13 4. For reasonable attorney fees and costs of suit; and
14
15 5. For such other and further relief as the Court deems just and proper.

16 Dated: April 13, 2022

LAW OFFICE OF ROBERT F. KEEHN

17 By: ROBERT KEEHN
18 Robert F. Keehn, Esq.
19 Attorney for Plaintiff
20 Tracy Burningham
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